

Transportation Corporation of America

P. O. BOX 218 • CHICAGO HEIGHTS, ILLINOIS 60411
AREA CODE 312 • 757-5900

Date May 14, 1981

RECORDATION NO. 12922-B Filed 1425

Interstate Commerce Commission
Recordation Clerk
Room 1211
12th & Constitution Ave., N.W.
Washington, D.C. 20423

MAY 18 1981 -3 55 PM

INTERSTATE COMMERCE COMMISSION

ICE Washington, D. C.

Gentlemen:

Enclosed for recordation under the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, are Five (5) copies of the following:

Lease Agreement No. 010681 dated January 6, 1981
Rider No. 2 dated April 17, 1981
between TRANSPORTATION CORPORATION OF AMERICA and
Minneapolis, Northfield and Southern Railway, Inc.
Recordation No. 12922
No. of Cars Twenty-Five (25)
Description of Cars 52'6"-100 Ton Gondolas
Car Numbers MNS 6100 thru MNS 6124, both inclusive

The names and address of the parties hereto are as follows:

Lessor:

Lessee:

Transportation Corporation of America
P. O. Box 218
Chicago Heights, IL 60411

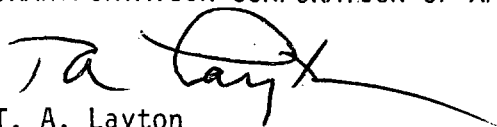
Minneapolis, Northfield and Southern Railway Co.
2859 Louisiana Avenue North
Minneapolis, MN 55427

The undersigned is the Assistant Treasurer of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to T. A. Layton, Transportation Corporation of America, P. O. Box 218, Chicago Heights, Illinois 60411, the remaining Four(4) copies of the enclosed document, marked "Recorded."

Attached hereto is a remittance in the sum of \$10.00 covering the required Recording Fee.

Cordially,

TRANSPORTATION CORPORATION OF AMERICA


T. A. Layton
Assistant Treasurer

TAL:bam

Enclosures *A wholly owned subsidiary of The Duchossois/Thrall Group*

APR 20 1981

RECORDATION NO. 12922-B
Filed 1425

TRANSPORTATION CORPORATION OF AMERICA
RIDER NO. 2
TO MNS LEASE NO. 010681 DATED JANUARY 6, 1981
(Consisting of 6 pages)

MAY 18 1981 -3 35 PM

INTERSTATE COMMERCE COMMISSION

IT IS HEREBY AGREED THAT, effective April 17, 1981, this Rider No. 2 shall become a part of MNS LEASE NO. 010681 dated January 6, 1981, between TRANSPORTATION CORPORATION OF AMERICA AND MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC., and the Cars described herein shall be placed in MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC. service, subject to the terms and for the rental set forth below.

CAR INITIAL AND NUMBERS: MNS 6100 Through 6124 both inclusive

CAR OWNER'S MARKS: Title to this car subject to documents filed with the Interstate Commerce Commission

CLASS OF CAR: Gondola (GB)

NUMBER OF CARS: Twenty-Five (25)

TRUCK CAPACITY: 100-Ton

CUBIC CAPACITY: 2490 Cu. Ft.

DELIVERY PERIOD: 3rd Quarter, 1981

DELIVERY POINT: East Chicago, Indiana

RENTAL TERM: Sixty (60) Months

RENT: See Rider No. 2 - Page Two

CASUALTY OCCURRENCE: See Rider No. 2 - Page Two

OPTION TO CANCEL: See Rider No. 2 - Page Three

MOVEMENT OF CARS OVER MN&S LINES: Car movements over MN&S lines will be at no charge to LESSOR.

No Per Diem charges will be assessed to the LESSOR by the LESSEE on the subject cars while the cars are on MN&S lines. LESSEE will hold cars on MN&S tracks for the LESSOR without charge.

CERTIFICATE OF INSPECTION: Exhibit "I": attached hereto and made a part hereof.

Rider No. 2 - Page One (1)

Lease Agreement No. 010681

RENT:

As monthly rental, the LESSEE shall pay to the LESSOR all monthly car hire and mileage earned ("Rental") by the cars which are the subject of this Rider No. 2. The car hire and mileage rentals will be as determined in the published applicable Association of American Railroads ("AAR") Hourly and Mileage Car Hire Rate Table, ("Car Hire Rate Table"), Circular No. OT-10, Appendix R, effective July 1, 1980, and/or its amendments or successors to the date such rental is due as compared to that Car Hire Rate Table in effect on October 20, 1980. The amounts earned by the subject cars shall be payable to the LESSOR on the 15th day of each calendar month after the Rental has been received, for a total of Sixty (60) monthly rental payments.

All Rental payments shall be made to LESSOR in funds available to the LESSOR in Chicago Heights, Illinois, on the date payments are due hereunder.

The LESSEE shall collect from other railroads over whose lines any of said cars shall be operated or used the applicable car hire earned by such cars and shall keep all records pertaining to movements thereof. LESSEE shall furnish LESSOR complete monthly reports based on car hire reports for all movements of such cars, both loaded and empty, and the railroad monthly car hire reports received by LESSEE shall be prima facie evidence of the facts reported therein.

CASUALTY OCCURRENCE:

In the event any car shall be or shall become lost, stolen, destroyed or irreparably damaged, for any cause whatsoever, or taken or requisitioned by condemnation or otherwise, (each such occurrence being hereinafter called a "casualty occurrence") during the term of this lease, the LESSEE shall within Ten (10) days after it shall have determined that such car has suffered a casualty occurrence, fully notify the LESSOR with respect thereto. The LESSEE shall pay to the LESSOR within 10 days of receipt an amount equal to the depreciated value of such car as provided for in the interchange rules of the Association of American Railroads. Upon payment of such sum for such car, the term of this lease as to such car shall terminate, title to such car shall pass to and vest in the LESSEE, without necessity of further act and without any representation or warranty whatsoever on the part of the LESSOR, and the LESSEE shall assume all responsibility in respect to the ownership of such car.

In the event the LESSOR or the LESSEE shall receive any payment from any governmental authority by reason of any casualty occurrence to a unit resulting from any taking or requisitioning of such unit, the LESSEE shall be entitled to such payment to the extent the same does not extend the monies duly paid by the LESSEE to the LESSOR under the terms of this casualty occurrence section, and the LESSOR shall be entitled to any remaining portion of such payment which shall be promptly paid over to the LESSOR.

CASUALTY OCCURRENCE (continued):

Northwithstanding the provisions of the foregoing the LESSEE may self-insure against casualty occurrence risks to the same extent that it self-insures any similar items of railroad equipment which it owns.

OPTION TO CANCEL:

This lease may be terminated by either LESSOR or LESSEE (however, LESSEE may not terminate if it is in default of any term or provision of this lease) delivering to the other party a written notice stating the termination date. That termination date must not be less than 90 days from the date said notice is delivered to the party entitled to receive said notice.

Lease Agreement No. 010681


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

TRANSPORTATION CORPORATION OF AMERICA
"LESSOR"

(CORPORATE SEAL)

ATTEST:

By: _____


President


Assistant Secretary

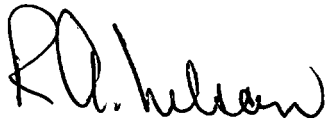
MINNEAPOLIS, NORTHFIELD AND SOUTHERN
RAILWAY, INC.
"LESSEE"

(CORPORATE SEAL)

ATTEST:

By: _____


President



Assistant Secretary

RIDER Dated April 17, 1981

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 14th day of May 1981, before me personally appeared C. N. WRIGHT, to me personally known who being by me duly sworn, says that he is a ~~Vice~~ President of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Tenna L. Knezy
Notary Public

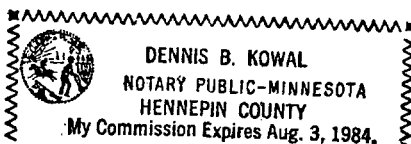
(SEAL)

My Commission Expires: 1-11-85

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 5th day of May, 1981, before me personally appeared D. J. Boyer, to me personally known who being by me duly sworn, says that he is President of MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC., an Minnesota corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dennis B. Kowal
Notary Public



(SEAL)

My Commission Expires: August 3, 1984

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: **THRALL CAR MANUFACTURING COMPANY**
P. O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of
MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC. (LESSEE)
hereby certifies that he has made a thorough examination of the following Railroad Cars
bearing numbers as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>
Twenty Five (25)	52'6" 100-Ton Gondola	MNS 6100Thru 6124 both inclusive

and hereby accepts them for Lessee under and pursuant to that certain Rider No. 2
dated April 17, 1981 for Lease dated January 6, 1981 between TRANSPORTATION
CORPORATION OF AMERICA and LESSEE: that each of said Cars is plainly marked and
stenciled on both sides of each Car with the words:

**Title to this car subject to documents filed with
the Interstate Commerce Commission.**

in readily visible letters, not less than 1" in height; and that each of said Cars fully
complies with the requirements, standards and specifications referred to in said Lease.

X

Inspector for MINNEAPOLIS, NORTHFIELD AND
SOUTHERN RAILWAY, INC.
LESSEE

Dated this _____ day of _____, 19____.

EXHIBIT "I"